
3.1 General Responsibilities

- Assign a Project Coordinator to represent El Paso ISD regarding this contract.
- Provide full access to all El Paso ISD school locations as required under this SOW.
- Communicate with appropriate El Paso ISD personnel at your location of the work to take place and obtain their approval if necessary.
- Provide floor diagrams of affected campus locations in 8 1/2 x 11 hardcopy format.
- Provide all the necessary equipment areas for location of network servers as described within this SOW.
- Provide all necessary power and environmental support to accommodate all IBM and El Paso ISD provided equipment.
- Inform IBM of any change in network requirements in accordance with the IBM Project Change Control Procedure, Appendix B.

3.2 Project Coordination

Prior to the start of this Statement of Work under the Agreement, El Paso ISD will designate a person, called the El Paso ISD Project Coordinator, to whom IBM communications will be addressed and who has the authority to act for El Paso ISD in all aspects of the contract.

The El Paso ISD Project Coordinator's responsibilities include:

- Provide liaison between all project participants.
- Manage the Project Change Control Procedure for El Paso ISD.
- Attend project status meetings.
- Obtain and provide information, data, decisions and approvals, within three working days of IBM's request unless EPISD and IBM agree to an extended response time.
- Help resolve project issues and escalate issues within the EPISD organization, as necessary.

3.3 Space, Facilities and Utilities

Provide installation facilities for IBM provided equipment. El Paso ISD is responsible for space allocation, HVAC and electrical considerations. El Paso ISD is responsible for providing power, light and water necessary in performance of this project.

3.4 Security and Laws

El Paso ISD will identify and make the interpretation of any applicable federal, state, and local laws, regulations and statutes to see that the services provided by IBM comply.

4.0 Deliverables / Documentation

The following items will be delivered to El Paso ISD under this Statement of Work. See Appendix A, "Deliverable Guidelines" for a description of each deliverable. Deliverable materials are Type II; there are no Type I deliverable materials.

- Status Report
- Site Survey Documentation
- Server Installation Documentation

5.0 Schedule

5.1 Project Dates

- Start Date – July 1, 2001
- End Date – June 30, 2002

5.2 Project Delays

IBM will not be responsible for delays or additional requirements imposed by any government agencies or unforeseen conditions such as delays in the progress of the project by your acts or neglect or the acts or neglect of your employees or separate contractors employed by you, by changes ordered in the project not caused by the fault of IBM, by labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond IBM's control or by another cause which you and IBM agree is justifiable, the contract time shall be reasonably extended and the charges adjusted, if necessary, by Change Authorization.

6.0 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any one of the following occurs:

- IBM accomplishes the tasks described in section 2.0, "IBM Responsibilities."
- El Paso ISD terminates the Project in accordance with the provisions of the IBM Customer Agreement.
- The End Date for the contract is reached.

7.0 Charges

TOTAL CHARGES:

\$2,919,700

This price does not include the charges for:

- Items involving, but not limited to tests, inspections, concealed or unknown conditions or other unanticipated events beyond our control.
- Increases in the Work due to plan checks or field inspections by building or planning department. In addition to the charge described above, you agree to pay us for any additional charges resulting from changes to this project scope, when approved via the Project Change Control Procedure detailed in Appendix B. IBM will submit invoices per the payment schedule as stated in Section 7.1.

7.1 Payments Schedule

IBM will invoice EPISD monthly for the services provided and materials delivered to the IBM staging site during that month. Payment is due upon receipt by the El Paso ISD Accounts Payable Department.

IBM understands that the decision to implement this project is contingent upon award to the District of funding under the E-Rate program. IBM will not begin work on this project without written notification from EPISD that funding has been approved and that work should begin. If such notification has not been received by December 31, 2001, at Vendor's option, Vendor may terminate this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix B.

8.0 Project Warranty

IBM warrants to the Owner that materials and equipment furnished under this Agreement will be new and that Work will be of good quality, free from improper workmanship and defective materials in conformance to applicable drawings and specifications.

IBM does not guarantee or warrant, either express or implied, the materials used in workmanship of supplies, materials, equipment or machinery manufactured by third parties and furnished and installed under this Agreement. IBM shall endeavor to obtain from all vendors and suppliers and assign to Owner the customary warranties and guaranties of such vendors and suppliers with respect thereto. IBM shall render reasonable assistance to Owner when requested in order to enable the Owner to enforce such warranties and guaranties by third party manufacturers and suppliers.

There are no other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Appendix A

Deliverable / Documentation Guidelines

A.1 Monthly Status Reports

Purpose: IBM will provide Status Reports monthly during the project to describe the activities which took place during that period. Significant accomplishments, milestones and problems will be described.

Delivery: One (1) hard copy will be delivered to the EPISD Project Coordinator within five (5) working days following the reporting period.

Content: The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations
- Billing summary

A.2 Site Survey Document – Documentation

Purpose: IBM will provide a Site Survey Document for EPISD location detailing locations, requirements, and special considerations.

Delivery: One (1) hard copy of the document and on (1) electronic copy will be delivered to the El Paso ISD Project Coordinator.

Content: The report will consist of the following, as appropriate:

- Site general information
- Site special considerations
- Equipment room locations and requirements

A.3 Site Server Installation Document

Purpose: IBM will provide for all sites a Server Installation Document summarizing the installation of the Servers at each remote site.

Delivery: One (1) hard copy and one (1) softcopy of the Network Installation Document for all remote sites will be delivered to EPISD.

Content: The report will consist of the following, as appropriate:

- Site equipment listing

Appendix B

Project Change Control Procedure

When both of us agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, schedule or other terms. Depending on the extent and complexity of the requested changes, IBM may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, IBM will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Appendix C

Equipment:

IBM will provide the following internal connections equipment and associated documentation in accordance with the terms and conditions of this SOW:

Qty	Mfg Part #	Description
		Hardware
90	865821Y	NETFINITY 5600 P3-866MHz, 256MB RAM
90	19K0564	IBM Server Raid 3L Ultra 2 Adapter
180	37L7204	18.2GB SCSI ULTRA WIDE HOT SWAP HDD
90	33L3060	256MB RDIMM ECC 133Mhz
90	65464AN	15IN/13.7V 28MM 1024X768 85HZ Gray/Blk
90	SU1400NET	1400VA Line Int LAN 7-Full 21-Half UPS

Operating Software Products and License fees

IBM will supply the following operating software and associated documentation in accordance with the terms and conditions of this SOW :

- Novell 5.0 Server 250 User – P/N 239297 (Qty 90)

EXECUTED at El Paso, Texas on the day and year first above mentioned:

IBM



Don Kaiser

Principal

IBM Global Services

Houston, Texas

1-18-01

Date

EL PASO INDEPENDENT SCHOOL
DISTRICT



Yinuo Du

Executive Director

Technology and Information Systems

El Paso, Texas

1-18-01

Date

IBM

STATEMENT OF WORK FOR

EL PASO INDEPENDENT SCHOOL DISTRICT

FOR

WEB AND FILE SERVER PROJECT



JANUARY 18, 2001

STATEMENT OF WORK

Statement of Work - Introduction

This section describes the Services that IBM will provide under the terms of the IBM Customer Agreement (ICA) and this Statement of Work (SOW). Specifically, IBM will provide El Paso Independent School District (El Paso ISD) with a set of customized services. The details of the Services to be provided are described in this section. These Services will be provided at existing and newly built El Paso ISD locations in El Paso, Texas.

This Statement of Work is comprised of the following sections:

- 1.0 Assumptions
- 2.0 IBM Responsibilities
- 3.0 El Paso ISD Responsibilities
- 4.0 Deliverable/Documented Materials
- 5.0 Project Schedule
- 6.0 Completion Criteria
- 7.0 Charges
- 8.0 Project Warranty

The following are incorporated in and made part of this Statement of Work:

- Appendix A, Deliverable/Document Guidelines
- Appendix B, Project Change Control Procedure
- Appendix C, Equipment and Software

Changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure." The investigation and the implementation of changes may result in modifications to the Schedule, Charges or other terms of this Statement of Work.

This proposal will expire December 31, 2001.

1.0 Assumptions

This Statement of Work and IBM's estimates to perform the Statement of Work are based on the following assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix B, "Project Change Control Procedure."

1. IBM is not responsible for developing a new logical network design. The intent of this SOW is to supplement the existing network components using the Districts current design and configuration details.
2. The networking system environment consists of El Paso ISD's school sites for a total of up to ninety (90) sites.
3. No sites affected by IBM's performance under this SOW have been declared as "Historical Buildings."
4. El Paso ISD personnel who will be assigned to this project will have the technical skills necessary to participate in the project.
5. El Paso ISD IS and user personnel will be available as described in 3.0, "El Paso ISD Responsibilities."
6. El Paso ISD can provide a current and accurate listing of each school site.
7. Work under this Statement of Work will be performed at school sites within the El Paso ISD and will not require travel to school sites outside district boundaries.
8. Only those components specified in this SOW are to be supplied and installed by IBM. Additional components can be specified via the Project Change Control Procedure detailed in Appendix B.
9. Configuration services will be performed at one time.
10. Work under this contract will be performed during school hours (7:00 a.m. and 4:00 p.m.) unless otherwise mutually agreed upon by IBM and El Paso ISD.
11. Work to be performed at specific sites will be mutually agreed to and scheduled with IBM and El Paso ISD at least ten (10) business days prior to the commencement of the work.
12. IBM and our subcontractor will have unlimited, unrestricted access to all buildings. Any security requirements inclusive of guards, security codes/access codes, lighting and internal access and/or central monitoring are the responsibility of El Paso ISD.
13. IBM will be provided with access badges, keys and combinations or escorts to perform the work described in this SOW. Any delay encountered due to unavailability of buildings may result in additional charges being incurred by El Paso ISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.
14. Adequate space will be made available to IBM for the purpose of placing servers installed under this agreement. It is understood by IBM and El Paso ISD that any delay encountered due to insufficient space may result in time delays and additional charges incurred by El Paso ISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.
15. It is understood by El Paso ISD and IBM that this SOW is based upon the Start Date provided below. In the event this date is not achieved, IBM reserves the right to extend

the projected project End Date on a working day for working day basis, and as mutually agreed upon by IBM and El Paso ISD via the Project Change Control Procedure detailed in Appendix B.

16. It is understood by El Paso ISD and IBM that this SOW and the pricing associated with this SOW are based upon the award of the total proposed SOW described in this document. The work described in this SOW will be performed during one continuous phase.
17. El Paso ISD will provide remote access to the EPISD network for maintenance support.
18. All workstations that are to connect to Web Servers must meet the following minimum specifications:

Windows 95/98 Platform

- 266 Mhz or better Pentium processor or better.
- 32 Megabytes of RAM.
- 100 Megabytes of free hard drive space.
- Windows 95 or 98

Macintosh Platform

- Power Macintosh 6500, 7600 or equivalent
- 64 Megabytes of RAM
- 75 Megabytes of free hard drive space.
- System 8.1 or better
- Open Transport 1.3 or better

Exclusions from this Statement of Work

1. IBM is not responsible under this SOW for the identification or correction of any existing safety and/or code violations, whether federal, state or local, including but not limited to fire and electrical codes. If IBM should discover any safety and/or code violations during the course of this project, IBM will notify El Paso ISD of the problem. IBM will not be required to proceed with its work under this SOW until El Paso ISD remedies such violation, nor will IBM be responsible for delays to the work caused by such violation.
2. On-going network operations and Coordination are not included in this Statement of Work. IBM would be pleased to respond to El Paso ISD for the addition of these services.
3. Relocation and testing of existing computers, telecommunications, or CCTV equipment(s) or systems are not required.
4. Removal of existing telecommunications or CCTV cabling is not required.
5. No data Media Converters are being supplied by this Statement of Work.

-
6. Installation of any hardware, software, and network electronics not specified in this SOW (e.g., workstations, servers, printers, routers, DSUs/CSUs, repeaters, modulators) is the responsibility of El Paso ISD.
 7. It is understood by El Paso ISD and IBM that all matters relating to physical construction of new wiring closets/equipment locations and retrofits for existing wiring closets/equipment locations, (general construction buildout, HVAC, electrical, lighting, construction permits) is the responsibility of El Paso ISD.

2.0 IBM Responsibilities

2.1 Project Coordination

Task Description: The objective of this task is to provide technical direction, maintain project control and to establish a framework for project communications, reporting, procedural, and contractual activity for the IBM tasks described. This task consists of the following activities:

- Establish and coordinate IBM efforts with the El Paso ISD Project Coordinator.
- Develop and maintain work plans for the performance of IBM responsibilities.
- Administer the Change Control Procedures.
- Maintain communications and review progress with the El Paso ISD Project Coordinator and team members during status meetings.
- Prepare and submit written Monthly Status Reports of IBM activities to the El Paso ISD Project Coordinator.

Completion Criteria: This task will be considered complete when the other tasks identified under IBM Responsibilities have been completed and the Final Status Report has been delivered to the El Paso ISD Project Coordinator.

Deliverables/Documentation: Monthly Status Reports.

2.2 Perform Site Survey

Description: The objective of this task is to visit the EPISD locations and perform the site survey using materials and processes jointly developed by EPISD and IBM.

Completion Criteria: This task will be complete when site surveys have been performed at up to ninety (90) EPISD locations.

Deliverables: None.

2.3 Installation of File Servers

Description: The objective of this task is to configure and install up to ninety (90), IBM NetFinity Servers with Operational Software Novell 5.0 NetWare. The Subtasks are:

1. Provide Hardware and Operational Software as listed in Appendix C.
2. Deliver each Server to its designated location.
3. Install IBM server hardware.
4. Perform power on system test.

-
5. Attach server to the existing Ethernet network and configure network.
 6. Install Novell 5.0 Operational Software server and implement NDS.

Completion Criteria: This task will be complete when up to ninety (90) servers and accompanying software are configured and installed as described above.

Deliverables: None.

2.4 Installation of Web Servers

Description: The objective of this task is to configure and install up to Ninety (90), IBM NetFinity Servers with Microsoft Windows NT Operational Software The Subtasks are:

1. Provide Hardware and Operational Software as listed in Appendix C.
2. Deliver each Server to its designated location.
3. Install IBM server hardware.
4. Perform power on system test.
5. Attach server to the existing Ethernet network and configure network.
6. Install Windows NT Server.
7. Implement proxy, DHCP, and server caching for Internet communications.

Completion Criteria: This task will be complete when up to ninety (90) servers and accompanying software are configured and installed as described above.

Deliverables: None.

3.0 El Paso ISD Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the IBM Customer Agreement and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by El Paso ISD.

3.1 General Responsibilities

- Assign a Project Coordinator to represent El Paso ISD regarding this contract.
- Provide full access to all El Paso ISD school locations as required under this SOW.
- Communicate with appropriate El Paso ISD personnel at your location of the work to take place and obtain their approval if necessary.
- Provide floor diagrams of affected campus locations in 8 1/2 x 11 hardcopy format.
- Provide all the necessary closet and/or equipment areas for location of network electronics, racks and cabinets as described within this SOW.
- Provide all necessary power and environmental support to accommodate all IBM and El Paso ISD provided equipment.
- Inform IBM of any change in network requirements in accordance with the IBM Project Change Control Procedure, Appendix B.

3.2 Project Coordination

Prior to the start of this Statement of Work under the Agreement, El Paso ISD will designate a person, called the El Paso ISD Project Coordinator, to whom IBM communications will be addressed and who has the authority to act for El Paso ISD in all aspects of the contract.

The El Paso ISD Project Coordinator's responsibilities include:

- Provide liaison between all project participants.
- Manage the Project Change Control Procedure for El Paso ISD.
- Attend project status meetings.
- Obtain and provide information, data, decisions and approvals, within three working days of IBM's request unless EPISD and IBM agree to an extended response time.
- Help resolve project issues and escalate issues within the EPISD organization, as necessary.

3.3 Space, Facilities and Utilities

Provide installation facilities for IBM provided equipment. El Paso ISD is responsible for space allocation, HVAC and electrical considerations. El Paso ISD is responsible for providing power, light and water necessary in performance of this project.

3.4 Security and Laws

El Paso ISD will identify and make the interpretation of any applicable federal, state, and local laws, regulations and statutes to see that the services provided by IBM comply.

4.0 Deliverables

The following items will be delivered to El Paso ISD under this Statement of Work. See Appendix A, "Deliverable Guidelines" for a description of each deliverable. Deliverable materials are Type II; there are no Type I deliverable materials.

- Status Report

5.0 Schedule

5.1 Project Dates

- Start Date – July 1, 2001.
- End Date – June 30, 2002

5.2 Project Delays

IBM will not be responsible for delays or additional requirements imposed by any government agencies or unforeseen conditions such as delays in the progress of the project by your acts or neglect or the acts or neglect of your employees or separate contractors employed by you, by changes ordered in the project not caused by the fault of IBM, by labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond IBM's control or by another cause which you and IBM agree is justifiable, the contract time shall be reasonably extended and the charges adjusted, if necessary, by Change Authorization.

6.0 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any one of the following occurs:

- IBM accomplishes the tasks described in section 2.0, "IBM Responsibilities."
- El Paso ISD terminates the Project in accordance with the provisions of the IBM Customer Agreement.
- The End Date for the contract is reached.

7.0 Charges

TOTAL CHARGES:

\$6,500,600

This price does not include the charges for:

- Items involving, but not limited to tests, inspections, concealed or unknown conditions or other unanticipated events beyond our control.
- Increases in the Work due to plan checks or field inspections by building or planning department. In addition to the charge described above, you agree to pay us for any additional charges resulting from changes to this project scope, when approved via the Project Change Control Procedure detailed in Appendix B. IBM will submit invoices per the payment schedule as stated in Section 7.1.

7.1 Payments Schedule

IBM will invoice EPISD monthly for the services and materials delivered to the IBM staging site during that month. Payment is due upon receipt by the El Paso ISD Accounts Payable Department.

IBM understands that the decision to implement this project is contingent upon award to the District of funding under the E-Rate program. IBM will not begin work on this project without written notification from EPISD that funding has been approved and that work should begin. If such notification has not been received by December 31, 2001, at Vendor's option, Vendor may terminate this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix B.

8.0 Project Warranty

IBM warrants to the Owner that materials and equipment furnished under this Agreement will be new and that Work will be of good quality, free from improper workmanship and defective materials in conformance to applicable drawings and specifications.

IBM does not guarantee or warrant, either express or implied, the materials used in workmanship of supplies, materials, equipment or machinery manufactured by third parties and furnished and installed under this Agreement. IBM shall endeavor to obtain from all

vendors and suppliers and assign to Owner the customary warranties and guaranties of such vendors and suppliers with respect thereto. IBM shall render reasonable assistance to Owner when requested in order to enable the Owner to enforce such warranties and guaranties by third party manufacturers and suppliers.

There are no other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Appendix A

Deliverable/Documentation Guidelines

A1. Monthly Status Reports

Purpose: IBM will provide Status Reports monthly during the project to describe the activities which took place during that period. Significant accomplishments, milestones and problems will be described.

Delivery: One (1) hard copy will be delivered to the EPISD Project Coordinator within five (5) working days following the reporting period.

Content: The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations
- Billing summary

Appendix B

Project Change Control Procedure

When both of us agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, schedule or other terms. Depending on the extent and complexity of the requested changes, IBM may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, IBM will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Appendix C

Equipment:

IBM will provide the following internal connections equipment and associated documentation in accordance with the terms and conditions of this SOW:

Qty	Mfg Part #	Description
Server Hardware		
180	865821Y	NETFINITY 5600 P3-866MHz, 256MB RAM
180	19K0564	IBM Server Raid 3L Ultra 2 Adapter
360	37L7204	18.2GB SCSI ULTRA WIDE HOT SWAP HDD
180	33L3060	256MB RDIMM ECC 133Mhz
180	65464AN	15IN/13.7V 28MM 1024X768 85HZ Gray/Blk
90	SU1400NET	1400VA Line Int LAN 7-Full 21-Half UPS

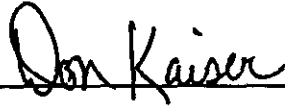
Program Products and License fees

IBM will supply the following software and associated documentation in accordance with the terms and conditions of this SOW :

- ☐ Operational Software - Windows NT Server – P/N 279-476587 (Qty 90)
- ☐ Operational Software - Novell 5.0 Server 100 User– P/N 238296 (Qty 90)

EXECUTED at El Paso, Texas on the day and year first above mentioned:

IBM



Don Kaiser

Principal

IBM Global Services

Houston, Texas

1-18-01

Date

**EL PASO INDEPENDENT SCHOOL
DISTRICT**



Yinuo Du

Executive Director

Technology and Information Systems

El Paso, Texas

1-18-1

Date



IBM

Statement of Work
for

Video Solution and



Installation Services

Prepared for

El Paso Independent School District
(EPISD)

January 18, 2000

The information in this Statement of Work shall not be disclosed outside El Paso Independent School District (EPISD) and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this Statement of Work, EPISD shall have the right to duplicate, use or disclose the information to the extent provided by the contract. This restriction does not limit the right of EPISD to use information contained in the Statement of Work if it is obtained from another source without restriction.

TABLE OF CONTENTS

1 Executive Overview	3
1.1 Video Solution overview	5
2 Statement of Work	9
2.1 Project Scope	9
2.2 Key Assumptions	9
2.3 IBM Responsibilities	10
2.3.1 Project Services	10
2.3.2 Reverify Video Solution Requirements	11
2.3.3 Video Network Design Review	11
2.3.4 Implementation Plan Creation	11
2.3.5 Video Network Implementation	12
2.3.5.1 Implement IBM Video Solution	12
2.3.5.2 Validate Video Network and Operation	12
2.4 EPISD Responsibilities	12
2.4.1 Project Management Coordination	13
2.5 Deliverable Materials	13
2.6 Completion Criteria	13
2.7 Estimated Schedule	13
2.8 Charges	14
Appendix A. Project Change Control Procedure	15
Appendix B. Deliverables/Documentation Guidelines	16
Appendix C. IBM Video Solution Description	18
Appendix D. IBM Video Equipment Components for the Delivery of Video Conferencing	20
Appendix E. Signature Page	23

1 EXECUTIVE OVERVIEW

The El Paso Independent School district (EPISD) has committed to implement a strategic vision that delivers a superior education environment to its students. IBM proposes to provide a Video Solution to EPISD. IBM has provided EPISD with a complete set of assumptions used in this response to provide further definition of our approach. For a detailed explanation of our compliance, please reference the "Solution Overview" and "Statement of Work" sections

The IBM team is uniquely and exceptionally qualified to assist EPISD to maximize the E-rate eligible components of EPISD's video solution and installation services. With our proven E-rate track record, IBM offers EPISD a dependable and capable partner for Year 4 E-rate.

Our proposed solution plays into the district's long-term *vision* to be a leader in instructional technology. Elements of EPISD's technological vision are represented in the various RFPs:

- fiber to the classroom
- infrastructure support for new instructional applications
- limited two-way and interactive video
- Internet-based access and applications
- distance learning

The *guiding principles* of our solution are:

- preparation for migration to a network supporting voice, video and data
- instructional content delivered whenever, wherever needed: to classrooms, desktops, & students
- scalability /modularity
- availability
- maintainability
- industry-leading, dependable, long-term supportable video hardware

Commitment to service and customer satisfaction

IBM takes great pride in being recognized as a leader in delivering high customer satisfaction across all areas of our business. In the Integrated Technology Services organization, IBM performed over 6,000 contracts in 1999 with an average customer satisfaction rating of 92.1%. IBM has demonstrated repeatedly and consistently that our core competency of delivering large, multi-element, complex infrastructure and program management projects results in industry leading customer satisfaction year after year.

IBM's commitment to quality assurance and customer satisfaction is second to none. This commitment is backed by a mature service and support system, developed in over 60 years of business:

- international recognition of our quality processes through ISO 9001 registration
- internal quality measures that provide ongoing analysis of processes and personnel
- continual assessment of customer satisfaction
- corrective and preventive procedures for identifying and resolving problems
- customer satisfaction programs that empower employees to meet customer needs
- global quality commitment.

IBM's well-earned reputation for dependability, reliability, and commitment is unmatched.

Extensive K-12 knowledge and experience

IBM is actively involved in the Schools and Library Division (SLD) E-rate program, both as an industry participant in the development of the fund, and in assisting hundreds of small, medium, and large urban school districts to implement technology plans with E-rate discounts. IBM provides consulting, strategic planning, design, implementation, and program management services for school districts,

We have experience at Memphis City Schools, Cleveland school district, Gallup McKinley School District and many other E-rate funded school projects. In addition, we are very familiar with the work and the team at EPISD. IBM's extensive experience in delivering large, complex implementation projects, coupled with our subject matter knowledge of K-12 education, the SLD program, and the El Paso Independent School District, continues to afford EPISD a unique advantage in seeking and securing SLD E-rate funding.

Experience in managing large, complex projects

IBM is the largest IT Services company in the world based on our strength of capability and our accountability for the success of the projects we have been engaged to deliver. IBM is usually contracted to be a Systems Integrator, or General Contractor, for the implementation of a technology project.

Specific examples of our experience include large projects such as the Memphis City Schools, Gwinnett County Schools, New York City Board of Education, Gallup McKinley county school district and Edison Schools.

National and global reach, organization structure, processes and presence

To fulfill EPISD's needs in Video Solution Services, IBM brings extensive company resources, subcontractors, existing Systems Integration processes and procedures, and the financial strength required to be responsible for this engagement during the E-rate approval and payment processes.

IBM has been working with numerous school districts across the country on large, medium and small projects for internal connections implementation. In pricing these projects, IBM has learned through our experience that projects need to be priced at maximums, or not to exceed prices, rather than minimum prices. We understand that once the 471 application(s) have been made to the SLD that change orders to increase funding are not allowed. This puts additional pressure on the district, and on a responsible vendor, to provide pricing that ensures the project can be completed, with the services and products defined, on time and within the budget defined through the 471 application.

IBM believes that by assuring the District that we can complete the services defined in our response at the price point we've identified, well in advance of when services will actually be delivered, and with significant unknowns, we try to position ourselves as the lowest AND MOST RESPONSIBLE respondent to the district's needs. We recognize this does not always lead to IBM being the lowest priced respondent at first pass of the responses. We've witnessed districts selecting the lowest respondent for services and then be told, once the project has started, that they can't complete the project without additional funds. This puts the district in a position of a) coming up with additional district funds, or b) having the project not be completed. The new rules of SPIN substitutions by the SLD appear to fix to this problem of vendors under-sizing or underpricing projects to get the business. Based on our analysis, this rule change does not correct this problem. School districts will now have more flexibility to substitute one vendor's SPIN for another, thus avoiding the feeling of being held 'hostage' by the present SPIN holder. However, to substitute, a new vendor must be willing to provide the services for equal to or less money than was originally applied for. If the first vendor undersized the requirement, the new vendor is even less likely to sign up for the price, given they have less time to implement than the original vendor.

Thus, IBM's position is to price the original scope fairly, accurately, and with an appropriate amount of risk so the district is protected, the project is protected, and IBM's ability to deliver the services is not compromised.

IBM has agreements in place with national, regional, and local contractors and equipment providers

Superior technology skills

IBM Global Services has deployed video prototype solutions similar in size and complexity that would meet EPISD's requirements. IBM brings to this project the mix of Cisco and Network Specialists necessary to deliver the design, planning, testing, and implementation support.